

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

CQ INTERNATIONAL CO., INC.,

Plaintiff,

Civil Action # 08 CA 10142 NG

v.

Judge Nancy Gertner

ROCHEM INTERNATIONAL, INC., USA,

Defendant.

**DEFENDANT ROCHEM INTERNATIONAL, INC., USA'S INITIAL DISCLOSURES
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 26(a)(1)**

Plaintiff, Rochem International, Inc., USA, ("Rochem"), pursuant to Federal Rule of Civil Procedure 26(a)(1), hereby provides the following initial disclosures. These disclosures are based on the information reasonably available to Rochem as of the date signed. Rochem anticipates that additional information will become available as discovery progresses and therefore reserves the right to supplement or amend these disclosures as appropriate and necessary.

I. Individuals (Fed. R. Civ. P. 26(a)(1)(A)):

Listed below are individuals Rochem believes are likely to have discoverable information that Rochem may use to support its claims, other than information that Rochem anticipates using solely for impeachment, expert opinions or testimony, or any other matters outside the scope of Rule 26(a)(1)(A). Rochem's investigation is ongoing and Rochem believes that the identity of witnesses with discoverable information is largely in the possession, custody or control of the Plaintiff. Rochem will thus supplement this information as necessary:

A. *Rochem International, Inc., USA*, 980 South 2nd Street, Ronkonkoma, New York 11779. The following potential witnesses can be contacted only through counsel for Rochem:

1. Matt Thiel: Rochem's negotiations and contract to purchase Clozapine; contract to sell Clozapine to Ivax.

B. *Witnesses in Defendants' Control and/or Third-Party Witnesses*

1. CQ International Co., Inc. ("CQ"), 243 Garden St., Suite 6, Cambridge, Massachusetts 02138: Rochem believes that various employees may have discoverable information regarding: CQ's contract with Guandong Huizhou Dongjiang Pharmaceutical Factory; CQ's contract with Huizhou Dongjian Pharmaceutical Co. Ltd.; CQ's relationship with Ivax; CQ's sales of Clozapine.

2. Joan Chen, President of CQ International Co., Inc., 243 Garden St., Suite 6, Cambridge, Massachusetts 02138: CQ's contract with Guandong Huizhou Dongjiang Pharmaceutical Factory; CQ's contract with Huizhou Dongjian Pharmaceutical Co. Ltd.; CQ's relationship with Ivax; CQ's sales of Clozapine.

3. Guandong Huizhou Dongjiang Pharmaceutical Factory, formerly located at No. 4 Xiaozhong Tang No. 1 Street, Xiajiao, Huizhou City, Guangdong Province PC 516001, P.R. China: Rochem believes that various former employees may have discoverable information regarding: CQ's contract with Guandong Huizhou Dongjiang Pharmaceutical Factory; CQ's contract with Huizhou Dongjian Pharmaceutical Co. Ltd.; CQ's relationship with Ivax; CQ's sales of Clozapine.

4. Huizhou Dongjian Pharmaceutical Co. Ltd., No. 4 Xiaozhong Tang No. 1 Street, Xiajiao, Huizhou City, Guangdong Province PC 516001, P.R. China: Rochem believes

that various employees may have discoverable information regarding: CQ's contract with Guandong Huizhou Dongjiang Pharmaceutical Factory; CQ's contract with Huizhou Dongjian Pharmaceutical Co. Ltd.; CQ's relationship with Ivax; CQ's sales of Clozapine.

5. Zhejiang Chemicals Import & Export Corp., No. 37, Qingchun Road, Hangzhou, China 310009: Rochem believes that various employees may have discoverable information regarding: Rochem's negotiations and contract to purchase Clozapine; contract to sell Clozapine to Ivax.

II. Documents (Fed. R. Civ. P. 26(a)(1)(B)):

Rochem is in the process of searching for and gathering relevant, non-privileged documents in its control that support the material allegations of the Plaintiff's Substituted Complaint. Rochem will produce any documents, data compilations and tangible things in its possession, custody or control and which Antidote may use in supporting its claims, other than documents, data compilations and tangible things Rochem anticipates using solely for impeachment, expert testimony or other matters outside of Rule 26(A)(1)(B). Rochem anticipates that many if not most relevant documentary evidence is in the possession, custody or control of the Rochem.

Rochem anticipates that as it pursues its investigation, discovery and preparation for trial, it will learn of additional documents, data compilations and tangible things, or will become aware of the materiality of documents, data compilations or tangible things already known to Plaintiff but not presently believed to come within the scope of Rule 26(a)(1). Accordingly, Rochem will supplement this disclosure as appropriate and as new information becomes available.

III. Damages

Rochem is not currently claiming any damages in this action.

Respectfully submitted,

DATED: July 7, 2008

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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CERTIFICATE OF SERVICE

I hereby certify that this document(s) filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non registered participant on July 7, 2008

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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